



## **CONTRACT DOCUMENTS**

**AND**

## **TECHNICAL SPECIFICATIONS**

**BID #FY 2010-2011-007  
STATE ROAD (S.R.) A1A LANDSCAPING  
IMPROVEMENTS FDOT GRANT PROJECT**

**PREPARED BY:  
CITY OF HALLANDALE BEACH  
DEPARTMENTS OF UTILITIES & ENGINEERING  
GENERAL SERVICES/PURCHASING DEPARTMENT**

**NOTICES TO PROSPECTIVE BIDDERS**  
**MANDATORY PRE-BID MEETING**

**LOCAL VENDOR PREFERENCE IS APPLICABLE TO THIS BID SEE PAGE [19] ITEM # [28].**

**MANDATORY PRE-BID MEETING IS SCHEDULED FOR JULY 13, 2011 @ 11:30 A.M., AT CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA.**

**ATTENDANCE AT THE PREBID CONFERENCE IS MANDATORY. IF YOU DO NOT ATTEND THE MANDATORY PREBID CONFERENCE YOUR BID SUBMISSION WILL NOT BE ACCEPTED.**

**PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.**

**FEDERAL GUIDELINES WILL BE DISCUSSED AT THIS MEETING WHICH ARE IMPORTANT FOR THE SUBMISSION OF A RESPONSE TO THIS BID**

**BIDDERS MINIMUM QUALIFICATION REQUIREMENTS:**

- Provide a letter on your company's letterhead indicating that firm providing proposal has a minimum of five (5) years of experience providing the services requested in this bid. The firm responding must possess a minimum of five (5) years experience under its current business name. Include the name, address, and the telephone number of the Owner Company for which services were provided for each project.
- Bidders must provide evidence that firm is certified and licensed to perform scope of work.
- Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his or her role/title, address of the company, and telephone number.

**IF THE MINIMUM QUALIFICATIONS ABOVE ARE NOT MET THE BIDDER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.**

**CONTRACT TERM:**

Contract may be cancelled within thirty (30) days with a written notice by the City of Hallandale Beach.

**TIME FRAME FOR COMPLETION OF PROJECT:**

TIME IS OF THE ESSENCE FOR THIS PROJECT. THE WORK SHALL BE SUBSTANTIALLY COMPLETED WITHIN 90 CALENDAR DAYS FROM THE PROJECT INITIATION DATE SPECIFIED IN THE NOTICE TO PROCEED AND COMPLETED AND READY FOR FINAL PAYMENT WITHIN 120 CALENDAR DAYS FROM THE PROJECT INITIATION DATE SPECIFIED IN THE NOTICE TO PROCEED.

**SAMPLE FORM CONTRACT:**

The City's Form Contract is attached as part of this solicitation. The Vendor's submission of a Bid response without identifying variances expressly acknowledges and formally evidences the Vendor's acceptance of all terms and conditions of the form Contract. Any and all variances must be submitted in writing by the Vendor.

**RETURN COMPLETE CITY BID PACKAGE FORMS AS FOLLOWS:**

- CERTIFICATE OF COMPETENCY AND/OR STATE REGISTRATION
- DRUG FREE WORKPLACE FORM
- BID TENDER FORM
- SCHEDULE OF BIDDER'S PRICES
- PUBLIC ENTITY CRIME FORM
- SUPPLEMENT TO BID/TENDER FORM

**ALL BIDDERS THAT SUBMIT A BID FOR CONSIDERATION MUST MEET THE PREQUALIFICATION AS REQUIRED BY FLORIDA DEPARTMENT OF TRANSPORTATION PREQUALIFIED CONTRACTORS.**

- CERTIFICATION OF CURRENT CAPACITY (FDOT FORM 375-020-22)
- STATUS OF CONTRACTS ON HAND (FDOT FORM 375-020-21)
- FIRMS MUST CONTACT THE FLORIDA DEPARTMENT OF TRANSPORTATION TO OBTAIN AN APPLICATION FOR AND REGULATIONS REGARDING PREQUALIFICATION. FURTHER INFORMATION MAY BE OBTAINED ON THE WEBSITE AT [WWW.DOT.STATE.FL.US](http://WWW.DOT.STATE.FL.US). CLICK ON "DOING BUSINESS WITH FDOT"; SEE CONTRACT ADMINISTRATION".

**BIDDERS MUST SUBMIT:** RESPONSES MUST BE SUBMITTED IN THE FORM OF ONE (1) ORIGINAL AND ONE (1) TRUE AND EXACT CD-ROM COPY (PDF). THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.

**BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES. BIDS MUST BE MAILED OR HAND DELIVERED TO:**

CITY OF HALLANDALE BEACH
CITY CLERK'S OFFICE
ROOM 242
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009
BID #FY 2010-2011-007
STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENTS FDOT GRANT PROJECT

NOTE: Failure to comply with all items stated in the Bid may be cause for rejection of the Proposal.

**LOCAL VENDOR PREFERENCE IS APPLICABLE TO THIS BID SEE PAGE [19] ITEM # [28].**

UNABLE TO SUBMIT BID? We sincerely hope this is not the case. If your firm cannot submit a BID at this time, please provide the information requested in the space provided below and return:

WE \_\_\_\_\_ HAVE RECEIVED THE BID  
 COMPANY NAME

**WE ARE UNABLE TO RESPOND TO THE BID AT THIS TIME DUE TO THE FOLLOWING REASONS:**


**COMPLETE INFORMATION BELOW:**

SIGNATURE:
TITLE:
STREET ADDRESS: (OR)
P.O. BOX:
CITY:
STATE: ZIP CODE:
TELEPHONE/AREA CODE: (    )
EMAIL ADDRESS:

**RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:  
 CITY OF HALLANDALE BEACH  
 GENERAL SERVICES DEPARTMENT  
 400 SOUTH FEDERAL HIGHWAY, ROOM 242  
 HALLANDALE BEACH, FL 33009**



**PROSPECTIVE BIDDERS NOTICES**  
**THE TERMS AND CONDITIONS AND FDOT TECHNICAL SPECIFICATION AND**  
**PROJECT DRAWINGS**

**BID POSTING TERMS AND CONIDITIONS FOR THIS PROJECT WILL BE POSTED ON THE CITY OF HALLANDALE BEACH WEBSITE.**

The Bids terms and conditions proposal package is available on the City's Website. Firms are to go to the City's website to download the Terms and Conditions of this Bid.

**BIDS TERMS AND CONDITIONS DOCUMENT DOWNLOAD INSTRUCTIONS:**

The City of Hallandale Beach General Services/Purchasing Department prefers that the BID #FY2010-2011-007 document be obtained through the City of Hallandale Beach Website at [www.hallandalebeachfl.gov](http://www.hallandalebeachfl.gov) main page scroll down to button and Select Bids & Contracts; or Select: Departments; Select: General Services and Purchasing; Select: Bids Notifications. If your company is downloading a copy of the Bid, Please complete the "Request for Current Bid, RFPs, RFQs Form" for our records or email [General\\_Services\\_Office@hallandalebeachfl.gov](mailto:General_Services_Office@hallandalebeachfl.gov) or fax written requests to (954) 457-1342.

**FDOT TECHNICAL SPECIFICAITONS AND DRAWINGS:**

Prospective bidders must contact the Department of Utilities & Engineering directly to obtain copies of the technical specifications and project drawings. Please contact the Utilities & Engineering by telephone in advance first to order copies of the technical specifications and project drawings.

The BID #FY 2010-2011-007 Department of Transportation (FDOT) Technical Specifications for this project is available on a CD for purchase at a cost of five dollars (\$5.00). Copies of the project drawings are available for twenty five dollars (\$25.00) non-refundable payable by cash, check or cashier check to City of Hallandale Beach. Please call in advance to the Department of Utilities & Engineering Contact person: Michael Reed @ (954)457-1397.

<b>CITY OF HALLANDALE BEACH</b>
<b>UTILITIES AND ENGINEERING DEPARTMENT</b>
<b>630 NW 2<sup>ND</sup> STREET</b>
<b>HALLANDALE BEACH, FLORIDA</b>
<b>CONTACT PERSON: MICHAEL REED, ENGINEER TECH/CADD OPERATOR</b>
<b>TELEPHONE NUMBER: 954-457-1397</b>

Should you have difficulty obtaining copies of the CD SNF FDOT Technical Specifications and of the project drawings please contact:

<b>CITY OF HALLANDALE BEACH</b>
<b>UTILITIES AND ENGINEERING DEPARTMENT</b>
<b>CONTACT PERSON: BEATRIZ ALVAREZ, ENGINEER I, E.I.</b>
<b>TELEPHONE NUMBER: 954-457-3040</b>

**NOTICE TO BIDDERS**

Sealed bids for providing and delivering all necessary labor, materials, equipment, and services for the completion of the work, including installation of materials, supplies and equipment sold and delivered for the **STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENTS GRANT PROJECT. THE LOCATION OF WORK ON STATE ROAD (S.R.) A1A FROM HALLANDALE BEACH BOULEVARD TO COUNTY LINE ROAD FOR BID # FY 2010-2011-007.** Bid Submissions will be received by the City Clerk Office, 400 South Federal Highway, Hallandale Beach, Florida for the City of Hallandale Beach, until **11:00 A.M., MONDAY, JULY 18, 2011.** Bids will be publicly opened and read aloud in City Commission Chambers or other designated area, at City Hall, 400 South Federal Highway, Hallandale Beach, Florida.

**LOCAL VENDOR PREFERENCE IS APPLICABLE TO THIS BID SEE PAGE [19] ITEM # [28].**

**FEDERAL GUIDELINES WILL BE DISCUSSED AT THIS MEETING WHICH ARE IMPORTANT FOR THE SUBMISSION OF A RESPONSE TO THIS BID**

**BIDDERS MINIMUM QUALIFICATION REQUIREMENTS:**

- Provide a letter on your company's letterhead indicating that firm providing proposal has a minimum of five (5) years of experience providing the services requested in this bid. The firm responding must possess a minimum of five (5) years experience under its current business name. Include the name, address, and the telephone number of the Owner Company for which services were provided for each project.
- Bidders must provide evidence that firm is certified and licensed to perform scope of work.
- Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his or her role/title, address of the company, and telephone number.

**IF THE MINIMUM QUALIFICATIONS ABOVE ARE NOT MET THE BIDDER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.**

**RETURN COMPLETE CITY BID PACKAGE FORMS AS FOLLOWS:**

- CERTIFICATE OF COMPETENCY AND/OR STATE REGISTRATION
- DRUG FREE WORKPLACE FORM
- BID TENDER FORM
- SCHEDULE OF BIDDER'S PRICES
- PUBLIC ENTITY CRIME FORM
- SUPPLEMENT TO BID/TENDER FORM

**IF THE MINIMUM QUALIFICATIONS ARE NOT MET, THE BIDDER'S SUBMITTAL WILL**

**BE DEEMED NON-RESPONSIVE. BIDS WILL BE CONSIDERED ONLY FROM BIDDERS THAT ARE REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING SERVICES AS DESCRIBED IN THIS BID.**

**ALL BIDDERS THAT SUBMIT A BID FOR CONSIDERATION MUST MEET THE PREQUALIFICATION AS REQUIRED BY FLORIDA DEPARTMENT OF TRANSPORTATION PREQUALIFIED CONTRACTORS.**

- CERTIFICATION OF CURRENT CAPACITY (FDOT FORM 375-020-22)
- STATUS OF CONTRACTS ON HAND (FDOT FORM 375-020-21)
- FIRMS MUST CONTACT THE FLORIDA DEPARTMENT OF TRANSPORTATION TO OBTAIN AN APPLICATION FOR AND REGULATIONS REGARDING PREQUALIFICATION. FURTHER INFORMATION MAY BE OBTAINED ON THE WEBSITE AT WWW.DOT.STATE.FL.US. CLICK ON “DOING BUSINESS WITH FDOT”; SEE CONTRACT ADMINISTRATION”.

**ESTIMATED BUDGET FOR THIS PROJECT: \$507,025.**

**MANDATORY PREBID CONFERENCE IS SCHEDULED ON WEDNESDAY, JULY 13, 2011, AT 11:30 A.M., AT THE FOLLOWING LOCATION:**

<b>CITY OF HALLANDALE BEACH</b>
<b>CITY COMMISSION CHAMBERS</b>
<b>400 S. FEDERAL HIGHWAY</b>
<b>HALLANDALE BEACH, FLORIDA 33009</b>
<b>BID #FY 2010-2011-007: STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENTS FDOT GRANT PROJECT</b>

**ATTENDANCE AT THE PREBID CONFERENCE IS MANDATORY.**  
**IF YOU DO NOT ATTEND THE MANDATORY PREBID CONFERENCE YOUR BID SUBMISSION WILL NOT BE ACCEPTED.**

**PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.**

This is a federal funded project through the Florida Department of Transportation all federal rules and regulations pertaining to this project are applicable.

Each bid must be accompanied by a bid guaranty in an amount equal to 5 percent of bid amount.

A Performance Bond in an amount equal to 100 percent of total Contract amount must be submitted by the successful Bidder within five (5) calendar days after receipt of notification of award.

The City of Hallandale Beach reserves the right to waive technicalities or irregularities in bids at its discretion or to reject any or all bids. No Bidder may withdraw his/her bid within 120 days after the actual date of opening thereof.

Your firm's bid submission shall be valid until such time as City Commission awards a contract as a result of this bid.



0010. MEDIA ADVERTISEMENT  
LEGAL CLASSIFIED ADVERTISING  
NEWS/SUN-SENTINEL  
333 S.W. 12<sup>TH</sup> AVENUE  
DEERFIELD BEACH, FL 33442

Please insert the following Legal Notification in the JUNE 23, 2011 issue of the NEWS/SUN-SENTINEL. Send certified copy of insertion to the City of Hallandale Beach, General Services Department.

**NOTICE TO BID**

LEGAL NOTICE IS HEREBY GIVEN sealed bids will be received for **BID #FY 2010-2011-007: STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENTS FDOT GRANT PROJECT**, by the City Clerk's Office, 400 South Federal Highway, Hallandale Beach, Florida 33009 for the City of Hallandale Beach, until **MONDAY, JULY 18, 2011 @ 11:00 A.M.** At this time bids will be publicly opened and read aloud in the City Commission Chambers or other designated location at City Hall, 400 South Federal Highway, Hallandale Beach, Florida for the following:

**MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY, JULY 13, 2011 AT 11:30 A.M., AT CITY OF HALLANDALE BEACH, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, CITY COMMISSION CHAMBERS, HALLANDALE BEACH, FL 33009.**

**FEDERAL PROJECT NO.: FM 422276-2-58-01**

Scope of work includes landscaping and irrigation of medians along STATE ROAD (S.R.) A1A between Hallandale Beach Blvd and County Line Road. The Contractor shall furnish all materials, labor, equipment, tools, incidentals and transportation, and maintenance of traffic which are necessary for the proper layout and completion of the work, as shown in plans and specifications.

- **Award of this contract is contingent upon (EOG) Executive Order of the Governor Amendment Approval.**
- Contractor must be an FDOT pre-qualified contractor.
- DBE shall comply with FDOT's DBE program Plan approved by the USDOT. FDOT currently has a race neutral program with an 8.18% goal. Use DBEs certified under the Florida Unified Certification Program Directory:  
<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>

**FIRMS MUST MEET THE FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS.**

**ALL BIDDERS THAT SUBMIT A BID FOR CONSIDERATION MUST MEET THE PREQUALIFICATION AS REQUIRED BY FLORIDA DEPARTMENT OF TRANSPORTATION PREQUALIFIED CONTRACTORS.**

- CERTIFICATION OF CURRENT CPACITY (FDOT FORM 375-020-22)
- STATUS OF CONTRACTS ON HAND (FDOT FORM 375-020-21)
- FIRMS MUST CONTACT THE FLORIDA DEPARTMENT OF TRANSPORTATION TO OBTAIN AN APPLICATION FOR AND REGULATIONS REGARDING PREQUALIFICATION. FURTHER INFORMATION MAY BE OBTAINED ON THE WEBSITE AT [WWW.DOT.STATE.FL.US](http://WWW.DOT.STATE.FL.US). CLICK ON "DOING BUSINESS WITH FDOT"; SEE CONTRACT ADMINISTRATION".

CONTRACT MANAGER: BEATRIZ ALVAREZ, 954-457-3040

**CITY BID NO.: (FY 2010-2011-007) FEDERAL PROJECT NO.: FM 422276-2-58-01**

**BID POSTING:** BID FOR THIS PROJECT WILL BE POSTED ON THE CITY OF HALLANDALE BEACH WEBSITE.

**THE TERMS AND CONDITIONS:**

The Bids terms and conditions proposal package is available on the City's website. Firms are to go to the City's website to download the Bid.

**BIDS & RFPS DOCUMENTS DOWNLOAD INSTRUCTIONS:**

The City of Hallandale Beach General Services/Purchasing Department prefers that the Bid #FY2010-2011-007 document be obtained through the City of Hallandale Beach Website at [www.hallandalebeachfl.gov](http://www.hallandalebeachfl.gov) main page scroll down to button and Select Bids & Contracts; or Select: Departments; Select: General Services and Purchasing; Select: Bids Notifications. If your company is downloading a copy of the Bid, Please complete the "Request for Current Bid, RFPs, RFQs Form" for our records or email [General\\_Services\\_Office@hallandalebeachfl.gov](mailto:General_Services_Office@hallandalebeachfl.gov) or fax written requests to (954) 457-1342.

The Department of Transportation (FDOT) Technical Specifications for this project is available on a CD for purchase at a cost of five dollars (\$5.00) and copies of the project drawings are available for twenty five dollars (\$25.00) non-refundable payable by cash, check or cashier check to City of Hallandale Beach. Please call in advance to the Department of Utilities & Engineering Contact person: Michael Reed @ (954)457-1397.

If a firm is unable to access the specifications from the City's Website, contract and bid form documents may be obtained at the Office of the General Services/Purchasing Department, 400 South Federal Highway, Room #242, Hallandale Beach, FL 33009. Please call (954) 457-1331 or (954)457-1332 in advance so documents will be ready for pickup.

The City of Hallandale Beach, Florida endorses Equal Employment Opportunity and will incorporate the nondiscrimination clause in its awards.

The City of Hallandale Beach, Florida reserves the right to waive any informality in any proposal and to reject any or all proposals.

**Federal Davis-Bacon Wage Rates for work classifications are specified and must be complied with. Fringe benefits must be added to the prevailing hourly rates where applicable.**



THIS 17<sup>TH</sup> DAY OF JUNE, 2011  
LUES, ANDREA, DIVISION DIRECTOR  
GENERAL SERVICES DEPARTMENT

## LIST OF CITY ADMINISTRATORS AND DEPARTMENTS LIASIONS

1.	<b>CONTRACT ADMINISTRATOR</b>
	Mark Antonio, City Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	<b>ACTING DIRECTOR OF UTILITIES &amp; ENGINEERING</b>
	Earl King
	630 NW 2 <sup>nd</sup> Street
	Hallandale Beach, Florida 33009
	(954) 457-1623
3.	<b>GENERAL SERVICES/PURCHASING DIVISION DIRECTOR</b>
	Andrea Lues
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1332
4	<b>GENERAL SERVICES/PURCHASING SPECIALIST</b>
	Joann Wiggins
	400 South Federal Highway
	Hallandale Beach, FL 33009
	(954) 457-1331
5	<b>CITY ENGINEER – REPRESENTATIVE</b>
	Richard Labinsky, P.E.
	630 NW 2 <sup>nd</sup> Street
	Hallandale Beach, Florida 33009
	(954) 457-3042
6	<b>ENGINEER I</b>
	Beatriz Alvarez
	630 NW 2 <sup>nd</sup> Street
	Hallandale Beach, Florida 33009
	(954) 457-3040
7	<b>FLORIDA DEPARTMENT OF TRANSPORTATION - PROGRAM COORDINATOR</b>
	Arleen V. Dano
	(954)777-4619

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## **CITY OF HALLANDALE BEACH INVITATION TO BID**

**NOTICE TO BIDDER:** SEALED BIDS WILL BE RECEIVED ON THE DATE, AND AT THE PLACE, AND FOR THE ITEMS LISTED ON THE ATTACHED CITY BID FORMS. BIDS WILL BE PUBLICLY OPENED IN ROOM 252, OR OTHER DESIGNATED AREAS AT CITY HALL, IN THE PRESENCE OF BIDDERS AND CITY OFFICIALS. ALL BIDDERS AND THE PUBLIC ARE INVITED AND ENCOURAGED TO ATTEND THE BID OPENING. AFTER TABULATION AND REVIEW, AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE CITY COMMISSION FOR AWARD AT A COMMISSION MEETING.

**PURPOSE OF BID:** THE CITY OF HALLANDALE BEACH INTENDS TO SECURE A SOURCE OF SUPPLY FOR ITEM(S) OR SERVICES(S) AT THE LOWEST PRICE AND IN BEST INTEREST OF THE CITY. PROMPT AND CONVENIENT SERVICE AND SHIPMENT BY THE SUPPLIER TO THE CITY. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR TERMINATION OF CONTRACT. THE CITY RESERVES THE RIGHT TO MAKE AN AWARD TO THE SUPPLIER WHERE THE PRODUCT MEETS THE SPECIFICATIONS, TERMS AND CONDITIONS AND WHERE THE BID IS CONSIDERED TO BEST SERVE THE CITY'S INTEREST.

**1. SUBMISSION AND RECEIPT OF BIDS:**

- Bids to receive consideration, must be received on or prior to the specified time and date of opening, as designated in the bid
- Unless otherwise specified, bidders MUST use the proposal form(s) or format furnished by the City, failure to do so may be cause for rejection of bid. Removal of any part of the bid items may invalidate bid.
- Proposal having any erasure or corrections MUST be initialed by the bidder in INK. Bids shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
- **MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY, JULY 13, 2011 @ 11:30 A.M., AT CITY OF HALLANDALE BEACH, CITY HALL, 400 SOUTH FEDERAL HIGHWAY, CITY COMMISSION CHAMBERS, HALLANDALE BEACH, FL 33009.**

**ATTENDANCE AT THE PREBID CONFERENCE IS MANDATORY.**  
**IF YOU DO NOT ATTEND THE MANDATORY PRE-BID CONFERENCE YOUR BID WILL NOT BE ACCEPTED.**

- **PLEASE REVIEW THE BID AND BRING YOUR QUESTIONS TO THE MANDATORY CONFERENCE SINCE IT WILL BE THE ONLY OPPORTUNITY TO ASK QUESTIONS.**
- **FEDERAL GUIDELINES WILL BE DISCUSSED AT THIS MEETING WHICH ARE IMPORTANT FOR THE SUBMISSION OF A RESPONSE TO THIS BID**

- **MINIMUM QUALIFICATION REQUIREMENTS:**
  - Provide a letter on your company's letterhead indicating that firm providing proposal has a minimum of five (5) years of experience providing the services requested in this bid. The firm responding must possess a minimum of five (5) years experience under its current business name. Include the name, address, and the telephone number of the Owner Company for which services were provided for each project.
  - Bidders must provide evidence that firm is certified and licensed to perform scope of work.
  - Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his or her role/title, address of the company, and telephone number.
- **BIDDERS MUST SUBMIT:** RESPONSES MUST BE SUBMITTED IN THE FORM OF ONE (1) ORIGINAL AND ONE (1) TRUE AND EXACT CD-ROM COPY (PDF). THE BID PACKAGE MUST CONTAIN AND INCLUDE ALL BID PAGES. REMEMBER TO SIGN, NOTARIZE, AND ATTEST ALL REQUIRED PAGES.

ALL SUBMSSIONS ARE TO:
CITY OF HALLANDALE BEACH
CITY CLERK'S OFFICE
ROOM 242
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009
BID #FY 2010-2011-007: STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENTS FDOT GRANT PROJECT

- **DATE/TIME OF BID OPENING: PLAINLY MARK ON THE OUTSIDE OF THE ENVELOPE, THE BID NUMBER, PROJECT TITLE AND TIME AND DATE OF BID OPENING. IT WILL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE CITY CLERK, CITY OF HALLANDALE BEACH ON OR BEFORE MONDAY, JULY 18, 2011 @ 11:00 AM.**
2. **PUBLIC BID DISCLOSURE ACT:**  
FLORIDA STATUE CHAPTER 218.80: City's permits or fees, including, but not limited to all license fees, permits fees, impact fees, or inspection fees, payable by the contractor to the City are as follows:
    - **BUILDING PERMITS WILL BE REQUIRED AND PAID FOR BY CONTRACTOR  
SEE ARTICLE 8 – PERMITS, LICENSES AND IMPACT FEES**
  3. **WARRANTIES FOR USAGE:**

Whenever a bid is sought, seeking a source of supply for a specified period of time for materials or services, the quantities or usage shown are ESTIMATED ONLY. No guarantee or warranty is given or implied by the City as to the total amount that MAY OR MAY NOT be purchased from any resulting contract(s). These quantities are for bidders information ONLY and will be used for tabulation and presentation or bid and the City reserves the right to increase or decrease quantities as required.

4. **BIDS ACCEPTANCE PERIOD:**

Bidder warrants by virtue of bidding the prices, terms and conditions quoted in the bid, bid will remain firm and valid until such time as City Commission awards a contract as a result of this bid.

5. **BID PROTEST PERIOD:**

A vendor can protest the award of a contract by no later than ten (10) calendar days after approval of contract by City Commission. Please refer to Purchasing Policy #2019.004/R12.

6. **DELIVERY POINT:**

All items shall be delivered F.O.B. destination (i.e., at a specific City of Hallandale Beach address), and delivery costs (if any) will be included in the bid price. Failure to do so may be cause for rejection of the bid.

7. **PAYMENT (TERMS):**

Payment will be made ONLY after receipt and acceptance of materials/services.

8. **BRAND NAMES:**

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quantity of materials ONLY. Since the City does not wish to exclude other competition and equal brands or makes, the phrases "OR APPROVED EQUAL" is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within the bid and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the sole judge concerning the merits of bids submitted.

9. **SAMPLES AND DEMONSTRATIONS:**

Evidence in the form of samples may be requested when required if brand is other than specified. Such samples are to be furnished after the date of the bid opening only, upon requested by City, unless otherwise stated in the bid forms. If samples shall be requested, such samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, upon written request will within thirty (30) days of bid award be returned at the bidders expense.

10. **QUALITY:**

All materials for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be NEW. The items bid must be new, the latest model, of the best quality and highest grade workmanship.



**11. ACCEPTANCE OF MATERIAL:**

The item(s) delivered under this proposal shall remain the property of the seller until physical inspection and actual usage of the item(s) and/or services are made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with the specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product(s) to the seller at the seller's expense.

**12. VARIATIONS TO THE SPECIFICATIONS:**

For purposes of evaluation, bidder MUST indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

**13. DELIVERY:**

Time will be of essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time specified on the bid proposal form.

**14. DEFAULT PROVISION:**

In case of default by the successful bidder contractor, the City of Hallandale Beach may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

**15. PRICING:**

Prices shall be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid. UNIT PRICE quoted will govern.

**16. MANUFACTURE'S WARRANTIES:**

All bidders shall provide manufacture's warranty on labor and materials prior to award. Such warranty will indicate time period of guarantee. In addition to manufacturer's warranty, bidders will also provide their own warranty on labor and materials.

**17. COPYRIGHTS AND/OR PATENT RIGHTS:**

Bidder warrants that there has been no violation of copyrights and/or patent rights in the manufacturing producing of selling the goods, shipped or ordered, as a result of this bid and the seller agrees to hold the purchaser harmless from any and all liability, loss, or expense occasioned by any such violation.

**18. SAFETY STANDARDS:**

The bidder warrants that the service and products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract.

**19. TRENCH SAFETY ACT:**

Bidders must be in compliance with requirements as outlined per Florida Statutes Chapter 553.60 through 553.64.

**20. TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasury Department I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Beach Purchase Order. Exemption Certificate provided on request.

**21. FAILURE TO QUOTE:**

If you do not quote, please return the form, "UNABLE TO SUBMIT A BID", stating thereon and request that your name be retained on the City mailing list, otherwise, your name may be removed from the City bid mailing list.

**22. MANUFACTURER'S CERTIFICATION:**

The City of Hallandale Beach reserves the right to request from bidders, separate manufacturer certificate of all statements made in the proposal.

**23. SIGNED BID CONSIDERED AN OFFER:**

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful bidder or contractor, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

**24. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The bidder shall be liable for any damage or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of a contract as a result of the bid.

**25. RESERVATION FOR REJECTION AND AWARD:**

The City of Hallandale Beach, reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re bids the required materials. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice.

**26. PROCESSING OF RESPONSES TO BIDS AND PROPOSALS:**

Sealed Bids or Proposals by the City of Hallandale Beach shall be opened, evaluated, negotiated and awarded, as applicable, in accordance with State Statutes, the City Charter, Code of Ordinances, any City Administrative Policies. No company and/or firm may discuss procurement for goods or services with members of the City Commission per City Administrative Policy #2019.004/R12 – Purchasing Procedures, City Municipal Code of Ordinances and City Charter. Failure to comply may be cause for rejection of

the proposal.

**27. PUBLIC RECORDS:**

Florida law provides that municipal records shall at all time be open for personal inspection by any person. Section 119.01 Florida Statutes The Public Records Law. Information and materials received by City in connection with Bids/RFPs or RFQs response shall be deemed to be public records subject to public inspections upon award, recommended for award, or 10 days after bid/proposals opening whichever occurs first. However, certain exemptions to public records law are statutorily provided for in Section 119.07 or otherwise provide in Florida Statutes and the City will not disclose same. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to defend, indemnify, and hold harmless the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

**28. LOCAL PREFERENCE REQUIREMENT:**

In the award of this bid and the determination of the lowest, responsive and responsible bidder, the City Commission may award a preference based upon vendors, contractors or subcontractors who are local and whose bid is within five percent (5%) of the apparent lowest bid with a preference in the following order:

- 1) First, to bidders who maintain a place of business within the City of Hallandale Beach limits. Vendor is to submit with the bid package proof of Occupational License issued by the City at least one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 2) Second, to bidders who maintain a place of business within the County of Broward. Vendor is to submit with the bid package proof of Occupational License issued by the County at least one (1) year prior to bid submission for the appropriate goods, services or construction to be purchased; or
- 3) Third, to bidders who maintain a place of business with the State of Florida. Vendor is to submit with the bid package proof of Occupational License issued by the State at least one (1) year prior to submission for the appropriate goods, services or construction to be purchased.

**29. CONE OF SILENCE:**

Per Section 2.3 (e) of the City of Hallandale Beach Code of Ordinances, Lobbyists shall cease all contact and communication with the City Commission forty-eight hours before the date set for a decision on a matter, unless contacted by a City Commissioner. No City board, agency or committee shall have contact forty-eight hours before the date set for a decision on a matter.

**30. LOBBYIST REGISTRATION:**

**Registration:**

Every lobbyist shall file the registration with the City Clerk's office on the form provided by the City. Under no circumstances shall a lobbyist working for the City lobby the City

Commission.

**Annual registration:**

Commencing January 1, 2005, and annually thereafter, every lobbyist shall submit to the City Clerk's office a signed statement under oath identifying themselves and their respective principals or clients and/or the party they represented on city matters over the past year or in accordance with administrative policy. Such annual disclosure statements shall be submitted on the form provided by the City Clerk's office. A fee of \$100.00 shall be paid to the city for annual lobbyist registration.

**31. QUALIFICATIONS AND EXPERIENCE:**

Provide at least three references familiar with your work experience and expertise in this area. Please provide the name, address and phone number of each reference.

**32. SILENCE OF SPECIFICATIONS:**

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

**33. SCRUTINIZED COMPANIES:**

The City, entering into a contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011, can terminate such contract at the option of the City if the company awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**34. INSURANCE REQUIREMENTS FORM CONTRACT:  
PAGES 47 THROUGH PAGES 49: ARTICLE 5**

**35. ENCLOSURES/ATTACHMENT REQUIREMENTS:**

✓	ONE (1) COMPLETE SET OF GENERAL INSTRUCTIONS
✓	MEDIA ADVERTISING
✓	DRUG-FREE WORKPLACE FORM
✓	BID/TENDER FORM
✓	SCHEDULE OF BID PRICES
✓	PUBLIC ENTITY CRIMES FORM
✓	SUPPLEMENT TO BID/TENDER FORM
✓	FORM CONTRACT – INCLUDING INSURANCE REQUIREMENTS

✓	TECHNICAL SPECIFICATIONS
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**36. BID GUARANTEE AND BOND REQUIREMENTS:**

✓	A) BID GUARANTEE. EACH BIDDER SHALL SUBMIT WITH HIS/HER BID, A BID GUARANTEE IN THE FORM OF A BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK, IN THE AMOUNT OF FIVE PERCENT (5%) OF THE TOTAL BID PRICE, MADE PAYABLE TO THE CITY OF HALLANDALE BEACH.
✓	B) PERFORMANCE BONDS AND PAYMENT BOND FORM: THE BIDDER TO WHOM AWARD IS MADE SHALL, WITHIN FIVE (5) CALENDAR DAYS AFTER THE DATE OF AWARD, FURNISH A PERFORMANCE BOND WITH GOOD AND SUFFICIENT SURETY ACCEPTABLE TO THE CITY OF HALLANDALE BEACH.  ➤ PERFORMANCE BOND: THE PENAL SUM OF THE PERFORMANCE BOND SHALL EQUAL ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE.

**00100. INSTRUCTIONS TO BIDDERS**

1. General: The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These instructions have equal force and weight with other portions of the Bid project document and strict compliance is required with all the provisions contained herein.
  
2. Scope of Work/Purpose: The City of Hallandale Beach is seeking Bids from qualified firm to include landscaping and irrigation of medians along State Road (S.R.) A1A between Hallandale Beach Boulevard and County Line Road. The work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of Public Works Improvements as shown on the drawings and specified herein.
  
3. Minimum Qualification Requirements:
  - **Provide a letter on your company's letterhead indicating that firm providing proposal has a minimum of five (5) years of experience providing the services requested in this bid. The firm responding must possess a minimum of five (5) years experience under its current business name. Include the name, address, and the telephone number of the Owner Company for which services were provided for each project.**
  
  - **Bidders must provide evidence that firm is certified and licensed to perform scope of work.**
  
  - **Provide five (5) references of projects of a similar size, scope and complexity to this Bid that have been completed by your company within the last five (5) years. Provide the name of company/owner/business, contact name of individual and his or her role/title, address of the company, and telephone number.**
  
4. **LOCATION OF WORK:** **AREA BOUNDED BY STATE ROAD S.R. A1A FROM HALLANDALE BEACH BLVD. TO COUNTY LINE ROAD.**

**IN ADDITION, PLEASE NOTE THE FOLLOWING ITEMS:**

- 4.1 **CONTRACTOR is fully responsible to ensure the up-lighting in the medians is conserved and remains functional. The CONTRACTOR is responsible for repairing or replacing any up-lighting that is damaged during construction.**

**4.2 Wooden stakes for the installation of trees must be painted green.**

**5. TIME FRAME FOR COMPLETION OF PROJECT: TIME IS OF THE ESSENCE IN THIS CONTRACT. THE WORK SHALL BE SUBSTANTIALLY COMPLETED WITHIN 90 CALENDAR DAYS FROM THE PROJECT INITIATION DATE SPECIFIED IN THE NOTICE TO PROCEED AND COMPLETED AND READY FOR FINAL PAYMENT WITHIN 120 CALENDAR DAYS FROM THE PROJECT INITIATION DATE SPECIFIED IN THE NOTICE TO PROCEED.**

6. Examination of Bid project document and Site: It is the responsibility of each Bidder before submitting a Bid, to:

6.1. Examine the Bid project document thoroughly,

6.2. Visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,

6.3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work,

6.4. Study and carefully correlate Bidder's observations with the Bid project document, and

6.5. Notify City of all conflicts, errors or discrepancies in the Bid project document.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception the Bid is premised upon performing and furnishing the work required by the contract documents and such means, methods, techniques, sequences of procedures of construction as may be indicated or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

7. Interpretations: All questions about the meaning or intent of the Bid project document are to be directed to the CITY. Interpretations or clarifications considered necessary by the CITY in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by CITY as having received the Bidding Documents. Depending upon whether time permits, questions received less than ten days prior to the date of the opening of Bids may or may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8. Submitting Bids:  
**BID #FY 2010-2011-007: STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENTS FDOT GRANT PROJECT.**
9. Printed Form of Bid: All bids must be made upon the blank bid tender form attached hereto and should give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with the directions on the bid form.
10. Bid Guaranty: All bids shall be accompanied by either a bid bond executed by a Surety company meeting the qualifications for Surety companies as specified in item 36 of the City of Hallandale Beach Invitation to bid or by cash, money order, certified check, cashier's check, irrevocable letter of credit (Form 00310), treasurer's check or bank draft of any national or state bank (United States), in an amount equal to 5 percent of the total bid price, payable to the City of Hallandale Beach and conditioned upon the successful Bidder executing the Contract and providing the required Performance and Payment Guaranty and evidence of insurance within 5 calendar days after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED VALID BID GUARANTY. Guaranty of the successful Bidder shall be forfeited to the City of Hallandale Beach not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty and Insurance Certificate, or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

Qualification of Surety: For projects of \$500,000.00 or less, the CITY may accept a Bid Bond and Performance and Payment Bond (Performance Bond and Payment Bond) from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit so certifying (Form 00622) should be submitted with the Bid Bond and also with the Performance and Payment Bond.

More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.



11. Acceptance or Rejection of Proposals: The CITY reserves the right to reject any or all bids. Reasonable efforts will be made to promptly award the Contract after bid opening date. A Bidder may withdraw his/her bid in writing To: City of Hallandale Beach, General Services/Purchasing Department, at 400 South Federal Highway, Hallandale Beach, Florida 33009. **ATTENTION: BID #2010-2011-007 WITHDRAWAL.**
12. Time for Executing Contract and Providing Required Documentation: Any Bidder whose bid is accepted shall execute the contract and furnish the required Performance and Payment Guaranty (Form 00609) and Certificate(s) of Insurance within 5 calendar days after receipt of notice that the contract has been awarded to such Bidder. Upon the failure of the Bidder to execute the contract and provide the required Performance and Payment Guaranty and Certificate(s) of Insurance within 5 calendar days the Bidder shall pay to the City the sum of \$500.00 for each calendar day beyond the 5 calendar days as liquidated damages. By execution of this contract, CONTRACTOR agrees that said amount of liquidated damages shall be set forth in a change order and deducted from the first partial payment made to the CONTRACTOR for the work done under this contract.

If the Bidder fails to execute the contract and furnish the required Performance and Payment Guaranty and Certificate(s) of Insurance by the 30th day after the notice of award, the Bidder shall forfeit the Bid Guaranty.

13. **Contract Time:**  
**TIME FRAME FOR COMPLETION OF PROJECT:**  
**TIME IS OF THE ESSENCE FOR THIS PROJECT. THE WORK SHALL BE SUBSTANTIALLY COMPLETED WITHIN 90 CALENDAR DAYS FROM THE PROJECT INITIATION DATE SPECIFIED IN THE NOTICE TO PROCEED AND COMPLETED AND READY FOR FINAL PAYMENT WITHIN 120 CALENDAR DAYS FROM THE PROJECT INITIATION DATE SPECIFIED IN THE NOTICE TO PROCEED.**  
**The number of days or the date stated in Article 2 - Contract Time, of the Contract.**
14. Liquidated Damages: Provisions for liquidated damages, if any, are set forth in Article 2.3 and 2.4 of the Contract.
15. Determination of Award: Except where the CITY exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the contract shall be awarded by the CITY to the responsible Bidder who has submitted either the lowest responsive bid or the lowest responsive bid on the base bid including such alternates as the

CITY determines to be in its own best interests depending upon whichever is applicable to the particular bid.

These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's regulations and the CITY'S regulations, the more stringent regulations concerning the determination for award shall apply.

16. Price: The price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees and applicable taxes, necessary or proper for the completion of the work except as may be otherwise expressly provided in the Bid project document.
17. Availability of Funds: The obligation of the City of Hallandale Beach under the award/contract is subject to the availability of funds in accordance with the annual budget.
18. Postponement of Date for Presenting and Opening of Bids: The CITY reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to give at least seven days written notice of any such postponement to each prospective Bidder.
19. Qualifications of Bidders: **Bidder must be an FDOT pre-qualified contractor.**

Project will be awarded to the lowest, responsible, responsive bidder.

Bids shall be considered only from firms normally engaged in performing the type of work specified within the Bid Project Document. Bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the CITY.

In determining a Bidder's responsibility and ability to perform the contract, the CITY has the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Bidder.

**At the time of submitting the bid, Bidder must be in compliance with Chapter 9 of the Broward County Code of Ordinances and the laws of the State of Florida as they relate to Certificates of Competency. Each Bidder should submit with the bid a copy of his or her Certificate of Competency and/or state registration. If your firm does not have the certificate of competency you can Go to Broward County Ordinances link and click Chapter 9 for requirements.**

<http://www.municode.com/resources/gateway.asp?pid=10288&sid=9>

The Division Director of the General Services/Purchasing Department shall

determine whether the evidence of bidder responsiveness is satisfactory and will make awards only when such evidence is deemed satisfactory.

The City of Hallandale Beach reserves the right to reject bids when evidence indicates Bidder's inability to perform the contract.

20. Addenda and Modifications: All addenda and other modifications to the construction documents made prior to the time and date of bid opening shall be issued as separate documents identified as changes to the Bid project document. CITY shall make reasonable efforts to issue addenda within seven days prior to bid opening.

**If any addenda are issued, the City will attempt known prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage <http://fl-hallandalebeach2.civicplus.com/index.aspx?nid=417> the Bidder's responsibility to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure that the Bidder has a complete date package.**

21. Occupational Health and Safety: The CONTRACTOR and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY ENGINEER.

Until acceptance of the work by the CITY, it shall be under the charge and in care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

22. RETAINAGE:

The Contractor agrees that ten percent (10%) of monies earned by Contractor shall be retained by City until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, City shall retain five percent (5%) of monies earned by Contractor. The City may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City or Contractor.

23. **REQUIREMENTS FOR CONTRACTS WITH CDBE GOALS FEDERAL PROVISIONS: [ATTACHMENT 1]**

**FDOT TECHNICAL SPECIFICATIONS:**

The BID #FY 2010-2011-007 Department of Transportation (FDOT) Technical Specifications for this project is available on a CD for purchase at a cost of five dollars (\$5.00) non-refundable payable by cash, check or cashier check to City of Hallandale Beach. Please call in advance to the Department of Utilities & Engineering Contact person: Michael Reed @ (954)457-1397.

24. **FEDERAL DAVIS BACON WAGE RATES: [ATTACHMENT 4]**

The Federal Davis-Bacon Prevailing Wage Rates for each different type of work are specified in the contract and must be complied with including applicable fringe benefits. The CONTRACTOR will be required to provide certified payroll at regular intervals for the duration of the contract. The **Federal Davis-Bacon Prevailing Wage Rates listed on CD as ATTACHMENT 4** must be used for each of the different types of works listed on the bid and FDOT documents.

25. DEFINITIONS AND TERMS

Department: Unless otherwise specified, department hereinafter refers to The City of Hallandale Beach Engineer.

**00130. DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

hereby certified that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Signature

**00300. BID/TENDER FORM**

<b>SUBMITTED BY:</b>
<b>DATE:</b>

The undersigned, as Bidder, hereby declares that the only persons interested in this bid as principal are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, firm, or parties making a bid; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully of all conditions pertaining to the place where the work is to be done; that he has examined the Bid project document and all addenda thereto furnished before the opening of the bids, as acknowledged below; and that he has satisfied himself about the work to be performed; and that he has submitted the required Bid Guaranty and the Small Disadvantaged Business Enterprise forms (if required) and all other required information with the bid.

The Bidder agrees, if this bid is accepted, to contract with the City of Hallandale Beach, a political subdivision of the State of Florida, on the form attached hereto, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the work covered by this bid and other Contract Documents for the project entitled: **BID #FY 2010-2011-007: STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENTS GRANT PROJECT**

The Bidder also agrees to furnish the required Performance and Payment guaranty for not less than the total bid price, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid Guaranty accompanying the bid shall be forfeited if he fails to execute said Contract, or fails to furnish the required Performance and Payment guaranty or fails to furnish the required Certificate(s) of Insurance within 5 calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the CITY. In the event of a discrepancy between the price bid in figures and the price bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

The Bidder certifies that no principals or corporate officers of the firm were principals or corporate officers in another firm at the time such other firm was suspended within the last two years from doing business with CITY; except as stated below:


Acknowledgement is hereby made of the following addenda (identified by number) received since issuance of the Bid project document:

ADDENDUM NUMBER:	DATE ISSUED:

Attached is a Bid Bond for the sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The Bidder shall acknowledge this bid by signing and completing the spaces provided below.

Name of Bidder:	
Address:	
City:	
State:	
Zip Code:	
Telephone Number:	
Social Security # (or) Federal ID #:	
Bradstreet No.: (if applicable)	

If a partnership, name and addresses of partners:


(Sign below if not incorporated)

\_\_\_\_\_  
(Type or Print Name of Bidder)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name of Signed Above)

(Sign below if incorporated)

\_\_\_\_\_  
(Type or Print Name of Corporation)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type or Print Name Signed Above)

Incorporated under the laws of the State of: \_\_\_\_\_



**SCHEDULED OF BIDDER'S PRICE**  
**VENDOR SHALL HOLD THE UNIT BID PRICES FIRM THROUGHOUT THE**  
**CONTRACT PERIOD. [FDOT GRANT TERMS]**

ITEM No.	SYM	BOTANICAL NAME/ DESCRIPTION	COMMON NAME	INSTALLED SIZE	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1		Mobilization			LS	1		
2		Maintenance of Traffic			LS	1		
3		Removal of Existing Concrete Pavement			SY	140		
4	DURE	Duranta Repens “Gold Mound”	Gold Mound	3 gallon cans, 18” x 18”	EA	4215		
5	DRMA	Dracena Marginata	Dracaena	10 gallon cans, 5’-6” tall x 3’ spread	EA	31		
6	FIGI	Ficus Microcarpa “Green Island”	Ficus Green Island	3 gallon cans, 14” spread	EA	415		
7	HAPA	Hamelia Nodosa	Bahamas Firebush	3 gallon cans, 24” x 24”	EA	360		
8	SCTR	Schefflera Arboricola ‘Trinette’	Variegated Schefflera	3 gallon cans, 24” x 18”	EA	1355		
9	TRFL	Tripsacum Floridanum	Dwarf Fakahatche e Grass	3 gallon cans, full	EA	1720		
10	ZAFU	Zamia Furfuracea	Cardboard Palm	3’ x 3’	EA	291		
11	FIDE	Filicium Deciepiens	Japanese Fern Tree	10’ tall x 5’ spread, 1 ½” cal, 4’ CT	EA	12		
12	PHDA	Phoenix Dactylifera “Medjool”	Medjool Date Palm	25’ tall overall	EA	27		
13	RORE	Roystonia Regia	Royal Palm	25’ tall overall	EA	3		
14		Irrigation System			LS	1		
15	(*) Cost for Compliance with Trench Safety Act – F.S. 553.60 thru 553.64, if any				LS	1		
16	(**)Cost for Compliance with Special Shoring requirements per F.S. 553.50 thru 553.64, if any				LS	1		
\$25.00 is added for insurance indemnification for the City of Hallandale Beach.							\$25.00	



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**00310.     BID BOND**

**BID BOND WILL BE INSERTED HERE.**

**00320.     PUBLIC ENTITY CRIME FORM****NOTICE TO BIDDERS****SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA  
STATUTES, PUBLIC ENTITY CRIME INFORMATION**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and Sealed \_\_\_\_\_ day of \_\_\_\_\_, 2011

**00400. SUPPLEMENT TO BID/TENDER FORM  
(QUESTIONNAIRE SHOULD BE SUBMITTED WITH BID)**

**QUESTIONNAIRE**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1.	How many years has your organization been in business as a Contractor?
2.	What is the last project of this nature that you have completed?
3.	Have you ever failed to complete the work awarded to you? If so, where and why?
4.	Provide three (3) references of projects of a similar size, scope and complexity that have been completed by your company with the last five (5) years. Provide the name of company/owner/business, contact name of individual and his role/title, address of the company, and telephone number.

5.	List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures).
----	--

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion To Date

(Continue list on insert sheet, if necessary)

6.	Has the Bidder or his or her representative inspected the propose project and does the Bidder have a complete plan for its performance?
7.	Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

8.	What equipment do you own that is available for the work?
9.	What equipment will you purchase for the proposed work?
10.	What equipment will you rent for the proposed work?

11.	State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
12.	State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a trade name, state the names of the individuals who do business under the trade name).
12.1	The correct name of the Bidder is
12.2	The business is a (Sole Proprietorship); (Partnership); (Corporation).
12.3	The address of principal place of business is
12.4	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:



12.5.	List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
12.6	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
12.7	List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
12.8	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification number; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

12.9	List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor or organization(s) were defendants.
12.10	Has the Bidder, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

**CONSTRUCTION**  
**CONTRACT**

**00500.     CONTRACT FORM**

THIS IS A CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hallandale Beach, hereinafter referred to as CITY and \_\_\_\_\_, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the CITY, for considerations hereinafter name, agree as follows:

**ARTICLE 1**

**SCOPE OF WORK**

- 1.1     The CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment and services necessary to perform all of the work described in the Bid Project including Drawings (Design Plans), Specifications and Addenda thereto for the project entitled: **FOR BID #FY 2010-2011-007: STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENT GRANT PROJECT. AWARDED IN THE AMOUNT OF: (\$\_\_\_\_\_).**

**IN ADDITION, PLEASE NOTE THE FOLLOWING ITEMS:**

CONTRACTOR is fully responsible to ensure the up-lighting in the medians is conserved and remains functional. The CONTRACTOR is responsible for repairing or replacing any up-lighting that is damaged during construction.

**Wooden stakes for the installation of trees must be painted green.**

- 1.2     The CONTRACTOR and the City's Project Manager will develop a single list of items required to render complete, satisfactory, and acceptable the construction services, if applicable.

The City's Project Manager will contact the CONTRACTOR with the list of required items for this project and will provide a timeline for the CONTRACTOR to respond. The delivery of the list of items for the accomplishment of the construction project will be provided by the

City's Project Manager to the CONTRACTOR within five (5) days of contract execution.

- a) For contracts less than \$10 million dollars the parties shall, within thirty (30) days of substantial completion, develop and deliver a list required for accomplishment of the Project. If the contract is more than \$10 million dollars the parties shall accomplish same within sixty (60) days.
- b) The final completion date under the Contract shall be extended at least thirty (30) days after the list is delivered in paragraph a above.

## ARTICLE 2

### CONTRACT TIME

- 2.1 The work to be performed under this Contract shall be commenced within 15 calendar days after the Project Initiation Date specified in the Notice to Proceed. The CITY shall instruct the CONTRACTOR to commence the work by written instructions in the form of a Notice to Proceed and a Purchase Order. These will not be issued until receipt of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by the CONTRACTOR is a condition precedent to the initiation of all work under this Contract. If CONTRACTOR is not in receipt of all necessary permits by the Project Initiation Date set forth in the Notice to Proceed, CONTRACTOR shall so notify CITY in writing immediately. CITY shall then have the option of issuing a revised Notice to Proceed.
- 2.2 Time is of the essence in this Contract. The work shall be substantial **completed within 90 calendar days** from the Project Initiation Date specified in the Notice to Proceed, and completed and ready for final payment in accordance with **Article 21 within 120 calendar days** from the Project Initiation Date specified in the Notice to Proceed.
- 2.3 Upon failure of the CONTRACTOR to substantially complete said Contract within the specified period of time (plus approved extensions, if any) the CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2 above (plus any approved extensions) for substantial completion. After substantial completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any approved extension thereof, the CONTRACTOR shall pay to the CITY the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in paragraph 2.2. above (plus any approved extensions) for completion and readiness for final

payment. These amounts are not penalties but liquidated damages to the CITY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time.

- 2.4 The CITY is authorized to deduct liquidated damage amount from the monies due to CONTRACTOR for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.

### ARTICLE 3

#### THE CONTRACT SUM

- 3.1 Payments shall be made at the Contract unit prices or lump sum prices applicable to each integral part of the Contract. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the Bid Project.
- 3.2 The CITY reserves the right to add or delete work items from the project to meet its available budget.
- 3.3 In consideration of the work, labor, services and materials to be furnished by the CONTRACTOR, in accordance with the plans and specifications, the City agrees to pay to the CONTRACTOR, upon the completion and acceptance thereof by the City, or its duly authorized agent, the total Contract price of \$(\_\_\_\_\_), in words
- 
- 

The Contract price may include a 5% contingency amount for change orders that may be authorized in accordance with applicable policies and procedures and/or as authorized through the Commission motion for award of contract.

ARTICLE 4INDEMNIFICATION

- 4.1 CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.
- CONTRACTOR shall require all of the subcontractors working for it to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of work performed by CONTRACTOR in connection with the Project.
- 4.2 To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.
- 4.3 In the event that any action or proceeding is brought by CONTRACTOR against CITY, CONTRACTOR hereby waives the right to a jury trial. The provisions of this Article shall survive the expiration or early termination of this Agreement.
- 4.4 Contractor acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence.
- 4.5 To the fullest extent permitted by law, the CONTRACTOR agrees to

indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

- 4.6 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.
- 4.7 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

## ARTICLE 5

### INSURANCE REQUIREMENTS

- 5.1 Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.
- 5.1.1. Worker's Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
- 5.1.1.1. Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
- 5.1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
- 5.1.2. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded

on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 5.1.2.1. Premises and/or Operations.
- 5.1.2.2. Independent Contractors.
- 5.1.2.3. Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three years after completion of all work required under the Contract, coverage for products and Completed Operations, including Broad Form Property Damage.
- 5.1.2.4. Explosion, Collapse and Underground Coverages.
- 5.1.2.5. Broad Form Property Damage.
- 5.1.2.6. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 5.1.2.7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 5.1.2.8. CITY is to be expressly included as an "Additional Insured" in the name of "City of Hallandale Beach", with respect to liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CITY in connections with general supervision of such operation.
- 5.1.3. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:



- 5.1.3.1. Owned Vehicles.
- 5.1.3.2. Hired and Non-Owned Vehicles.
- 5.1.3.3. Employers' Non-Ownership.
- 5.2 If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.
- 5.3 Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction
- 5.4 The CONTRACTOR shall furnish to the RISK MANAGER and the City's Project Manager Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 5 calendar days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00608.
- 5.5 The official title of the owner is the "City of Hallandale Beach". This official title shall be used in all insurance documentation.

## ARTICLE 6

### WEATHER

- 6.1 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten years of weather data as recorded by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.
- 6.2 No more than one day of time extension shall be granted for each day the precipitation, in inches exceeds one (1) inch at the Weather Station, and only when fifty percent or more of the scheduled construction work force cannot work due occurrence of such precipitation on the day claimed.

## ARTICLE 7

### HURRICANE PRECAUTIONS

- 7.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, at no cost to the CITY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the CITY or CITY ENGINEER has given notice of same.
- 7.2 Compliance with any specific hurricane warning or alert precautions will not constitute additional work.
- 7.3 The contractor acknowledges that threatened tropical storm activity is normal in Broward County and the mere possibility that a warning or watch might be declared is not a basis for compensable or non-compensable extension of time. Tropical Storm Watches and Warnings will not automatically result in a compensable extension of time.
- 7.4 Suspension of the Work caused by a threatened or actual storm event, regardless of whether the CITY has directed such suspension, will entitle the CONTRACTOR to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

## ARTICLE 8

### PERMITS, LICENSES AND IMPACT FEES

- 8.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the CONTRACTOR pursuant to this Contract shall be secured and paid by the CONTRACTOR. It is the CONTRACTOR'S responsibility to determine that all zoning requirements have been met prior to obtaining any permits or licenses. It is the CONTRACTOR'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the type of work to be performed and for the jurisdiction in which the work is to be completed.
- 8.2. Impact fees levied by any municipality shall be paid by the CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to the CONTRACTOR in no event shall include profit or overhead of the CONTRACTOR.

- 8.3 Necessity of complying with permit requirements. CONTRACTOR and the City agree that the failure of the Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve CONTRACTOR of the necessity of complying with the law governing said permitting requirements, conditions, fee, terms and restrictions.

## ARTICLE 9

### DESIGN PLANS AND WORKING DRAWINGS

- 9.1 The Bid Project includes drawings (design plans) and specifications. The CITY, through the CITY ENGINEER, shall have the right to modify the details of these drawings (design plans) and specifications, to supplement said design plans and additional design plans, drawings or additional information as the work proceeds, all of which shall be considered as part of the Bid Project. In case of disagreement between the written and graphic portions of the Bid Project, the written portion shall govern.

## ARTICLE 10

### "OR EQUAL" CLAUSE:

- 10.1 Whenever a material, article or piece of equipment is identified in the Bid Project including drawings (design plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is followed by words indicating that no substitution is permitted because of form fit function and quality. Any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the opinion of the CITY, equal in substance, quality and function.
- 10.2 The CITY ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the CITY ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance bond or other Surety with respect to any substitute.

ARTICLE 11DEFECTIVE WORK

- 11.1 The CITY ENGINEER shall have the authority to reject or disapprove work which he finds to be defective. The CONTRACTOR shall promptly either, as directed, correct all defective work or remove it from the site and replace it with nondefective work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- 11.2 If, within one year after substantial completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly without cost to the CITY, after receipt of written notice from the CITY to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR might have under the Contract Documents.
- 11.3 Should the CONTRACTOR fail or refuse to remove or correct any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract with the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective work to be removed or renewed, or make such repairs as may be necessary to be made at the CONTRACTOR'S expense. Any expense incurred by the CITY in which the CONTRACTOR has failed or refused to make shall be paid for out of any monies due or which may become due to the CONTRACTOR, or may be charged against the Performance and Payment Bond. Continue failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully, and to declare the Contract forfeited, in which case the CITY at its option, may purchase materials, tools, and equipment and employ labor or may contract with other individual, firm or corporation, or may proceed with its own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due to him, or shall be charged against the Performance and Payment Bond. Any special work performed, as described herein, shall not relieve the CONTRACTOR in any way from his responsibility for the work performed by him.

- 11.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the CITY to final acceptance.

## ARTICLE 12

### SUBCONTRACTS

- 12.1 The CONTRACTOR shall, within 15 calendar days after the signing of the Contract, notify the CITY in writing of the names of Subcontractors proposed for the work. Such Subcontractor must be in compliance with the provisions of Chapter 9 of the Broward County Code of Ordinances and/or state law as it relates to Certificates of Competency. The CONTRACTOR shall have a continuing obligation to notify the CITY of any change in Subcontractors.
- 12.2 CONTRACTOR shall not employ any Subcontractor against whom CITY may have a reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor against whom CONTRACTOR has a reasonable objection.
- 12.3 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by his Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the CITY or any obligation on the part of the CITY to pay or to see the payment of any monies due any Subcontractor. The CITY may furnish to any Subcontractor evidence of amounts paid to the CONTRACTOR on account of specific work performed.
- 12.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

### ARTICLE 13

#### SEPARATE CONTRACTS

- 13.1 The CITY reserves the right to let other Contracts in connection with this work. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs.
- 13.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the CITY ENGINEER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in other contractor's work after the execution of his work.
- 13.3 The CONTRACTOR shall conduct his operations so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, the CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.
- 13.4 To insure the proper execution of his subsequent work, the CONTRACTOR shall inspect the work already in place and shall at once report to the CITY ENGINEER any discrepancy between the executed work and the requirements of the Bid Project.

### ARTICLE 14

#### DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

- 14.1 CONTRACTOR shall have full responsibility for reviewing and checking such information and data, for locating all underground facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract price.
- 14.2 During construction of buildings and/or during improvements, CONTRACTOR covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons

and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the building and/or improvements constructed on the property by CONTRACTOR in accordance with this Agreement, CONTRACTOR shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and/or improvements in such manner that the buildings and/or improvements after such repairing or rebuilding shall be of the same general character as set forth in this Agreement and the approved Scope of Work and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall begin within ninety (90) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred eighty (180) calendar days after such occurrence and in either case shall be completed in a reasonable time, subject to extension for Permitted Delays; provided insurance funds are made available to CONTRACTOR for such repair or rebuilding, in which event CONTRACTOR shall commence repairs or rebuilding within one hundred eighty (180) days from the date of occurrence. CONTRACTOR shall have the reasonable right to extend the time period for rebuilding in the event of a major catastrophic event (similar in scope and widespread damage to Hurricane Andrew) which would reasonably affect the ability to secure insurance proceeds, labor, public services, and other required elements to reasonably begin said rebuilding. CONTRACTOR shall pay for all such repairing and rebuilding so that the property and the buildings and improvements shall be free and clear of all liens of mechanics and materials and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

- 14.3 CONTRACTOR is fully responsible to ensure the up-lighting in the medians is conserved and remains functional. The CONTRACTOR is responsible for repairing or replacing any up-lighting that is damaged during construction.

## ARTICLE 15

### MONITORING REPORTS

- 15.1 CONTRACTOR shall provide the City, in a format reasonably acceptable to the City and CONTRACTOR, information, data and reports to be used by the City in monitoring CONTRACTOR'S performance in carrying out the Project.

ARTICLE 16CHANGE OF CONTRACT TIME

- 16.1 The "Contract Time" may only be changed by a Change Order. Any claim for an extension of the "Contract Time" shall be based on written notice delivered by the party making the claim to the CITY ENGINEER and the City's Project Manager within 7 calendar days of the beginning of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 15 days after the end of such occurrence (unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the "Contract Time" shall be determined by the CITY ENGINEER in accordance with paragraph 16.2, if CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the "Contract Time" will be valid if not submitted in accordance with the requirements of this paragraph.
- 16.2 The "Contract Time" will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the CONTRACTOR. Such delays shall include, but not limited to, acts or neglect by CITY or the CITY ENGINEER, or by any employee of either, or any separate contractor employed by the CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.
- 16.3 No Damages for Delay:
- Except as provided in Article 1.2(a) and (b) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the



CITY or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**16.4 Changes in the Work or Terms of Contract Documents:**

16.4.1 Without invalidating the Contract and without notice to any surety, CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders. Surety waives its right to notice of changes in the Contract Terms and/or Contract Price.

16.4.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change, except as provided for in Subparagraph 16.4.1, above. This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

**16.5 Field Orders and Supplemental Instructions:**

The CITY ENGINEER and the City's Project Manager, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time. CITY ENGINEER shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

## **ARTICLE 17**

### **CHANGE ORDERS**

- 17.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the procedures customarily utilized by CITY, as amended from time to time.

- 17.2 CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by CITY. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the work set forth within the document.
- 17.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; to remove the disputed work from the scope of work and to process a unilateral change order reducing the contract price; or submit the matter in dispute to CITY ENGINEER. During the pendency of the dispute, and upon receipt of a Change Order approved by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CITY ENGINEER and City's Project Manager in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 17.4 Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY without consent of Surety.

## ARTICLE 18

### VALUE OF CHANGE ORDER WORK

- 18.1 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 18.1.1. By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.
- 18.1.2. On the basis of the "cost of work," determined as provided in Sections 18.2 and 18.3, plus a CONTRACTOR's fee for overhead and profit that is determined as provided in Section 18.4.
- 18.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 18.3.

18.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.

18.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

18.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY ENGINEER who will then determine which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable, including but not limited to the CITY'S False Claims Ordinance.

18.2.4. Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

18.2.5. Supplemental costs including the following:

8.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work or to Contractor's home office or branch office.

18.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

18.2.5.3. Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority, provided however, that the Contractor shall not be paid or, or reimbursed, the cost of fines and penalties levied by entities other than the City of Hallandale Beach.

18.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

18.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

18.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls (except to Contractor's home office or branch offices), telephone service at the site, expressage and similar petty cash items in connection with the work.

18.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work or default by the Contractor.

18.3 The term "cost of the work" shall not include any of the following:

18.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, scheduling consultants, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed or retained by CONTRACTOR or surety, whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 18.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

18.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

18.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

18.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of cardinal changes in the work.

18.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

18.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 18.2.

18.4 CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

18.4.1. A mutually acceptable fixed fee or,

18.4.2. If none can be agreed upon, a fee based on the following percentages of the various portions of the cost of the work:

18.4.2.1. For costs incurred under Sections 18.2.1 and 18.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

18.4.2.2. For costs incurred under Section 18.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

18.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 18.2.4 and 18.2.5, (except Section 18.2.5.3), and Section 18.3.

18.5 The amount of credit to be allowed by CONTRACTOR to CITY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any

one change, the combined overhead and profit, if otherwise allowed, shall be figured on the basis of the net increase or decrease, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

- 18.6 Whenever the cost of any work is to be determined pursuant to Sections 18.2 and 18.3, CONTRACTOR will submit in a form acceptable to CITY ENGINEER an itemized cost breakdown together with the supporting data.
- 18.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 18.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CITY ENGINEER and the City's Project Manager.
- 18.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- 18.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.
- 18.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

## ARTICLE 19

### TERMINATION FOR CONVENIENCE

- 19.1 The CITY may terminate the Contract for its convenience, at any time, with or without cause, upon thirty (30) days written notice to CONTRACTOR.
- 19.2 Upon such notice of termination, CONTRACTOR will immediately terminate its performance and turn over all of its work product (e.g. plans to the CITY).
- 19.3 CONTRACTOR will then submit a final statement to the CITY for all services performed (based on percentage of project completion) prior to the notice of termination for convenience.

- 19.4 The CONTRACTOR is precluded from recovering damages for loss of anticipated, but unearned profit on the Contract, as well as consequential damages.

## ARTICLE 20

### SHOP DRAWINGS

- 20.1 The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Bid Project.
- 20.2 The CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 20.3 If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Bid Project.
- 20.4 The CITY ENGINEER'S approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by the CITY ENGINEER. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.
- 20.5 The CONTRACTOR shall keep one set of Shop Drawings marked with the CITY ENGINEER'S approval at the job site at all times.

ARTICLE 21PROGRESS PAYMENTS

All invoices and/or bills and/or requests for payments and/or application for payment are to be sent to the City Engineer and the City's Project Manager.

- 21.1 The CONTRACTOR may request payments for work completed at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the CITY ENGINEER. Each requisition shall be submitted in triplicate to the CITY ENGINEER for approval. CITY shall make payment to the CONTRACTOR within 25 days after approval by the CITY ENGINEER of CONTRACTOR'S requisition for payment.
- a) Overdue notice. The CONTRACTOR may send the City an overdue notice if the invoice is not paid or rejected within the time frame in Section 21.1, and four (4) business days following the delivery of overdue notice the payment required by the City shall be accepted, rejected or rejected in part.
- 21.2 Retainage: The CONTRACTOR agrees that ten percent (10%) of monies earned by CONTRACTOR shall be retained by CITY until fifty percent (50%) completion of the project. After 50% completion of the project and prior to Final Payment, the Contractor may request a reduction of retainage to five percent (5%) of monies earned by CONTRACTOR. The CITY may retain amounts greater than those set forth above that are the subject of a good faith dispute pursuant to Federal Statute 255.078 (6), the subject of a claim brought pursuant to Section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY or CONTRACTOR.
- 21.3 The CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 21.3.1. Defective work not remedied.
- 21.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.



21.3.3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.

21.3.4 Damage to another Contractor not remedied.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

## ARTICLE 22

### ACCEPTANCE AND FINAL PAYMENT

- 22.1 Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the CITY shall within ten days make an inspection thereof. If the CITY finds the work acceptable under the Contract and the Contract fully performed, a Final Certificate of Payment (Form 00826) shall be issued by the CITY, over his own signature, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.
- 22.2 Before issuance of the Final Certificate for Payment, the CONTRACTOR shall deliver to the CITY a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The CITY may withhold final payment under the same terms and conditions as set forth in Section 21.3 above.
- 22.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the CITY shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.
- 22.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from faulty or defective work, failure of the work to comply with requirements of the Contract Documents or terms of any special warranties required by the

Contract Documents. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the application for final payment.

## ARTICLE 23

### CITY'S RIGHT TO TERMINATE CONTRACT

- 23.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, CITY may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. Nevertheless, Surety waives its right to notice pursuant to this paragraph. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may neglect or default the CONTRACTOR and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY, together with the costs of completing the Project and any fines or levies that may be assessed against the City by any governmental entity or by Broward County as a result of late completion of the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CITY the amount of said excess.

- 23.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of CITY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Article 19.

#### ARTICLE 24

##### CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CITY ENGINEER received CONTRACTOR's proper invoice and/or bill and/or request for payment and/or application for payment, and should CITY ENGINEER fail to review and approve or state in writing reasons for not approving, or for rejecting, of the Application for Payment within twenty-five (25) business days after it is presented, then CONTRACTOR shall provide CITY with written notice of same, and if CITY fails either to pay CONTRACTOR within four (4) business days after CITY receives CONTRACTOR's notice, CITY shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to CITY of such delay, neglect or default, specifying the same and if CITY, within a period of ten (10) calendar days after such second notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. In such event, the contract shall be deemed terminated for convenience, and CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments, which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed.

No payment shall be made for profit for work or services that have not been performed or for consequential damages.

#### ARTICLE 25

##### DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character

called for in the Contract Documents and Supplementary Conditions; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, CONTRACTOR shall, within twenty-four (24) hours of their discovery, notify CITY in writing of the existence of the aforesaid conditions. CITY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CITY ENGINEER with the consent of City's Project Manager, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, CITY ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CITY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CITY ENGINEER for determination in accordance with the provision for resolving disputes. Should CITY ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CITY ENGINEER shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CITY ENGINEER as the date of substantial completion.

## ARTICLE 26

### RESOLUTION OF DISPUTES

- 26.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the CITY ENGINEER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CITY ENGINEER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 26.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and CONTRACTOR shall be submitted to CITY ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, CITY ENGINEER shall notify CONTRACTOR in writing of CITY ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY ENGINEER requires additional time to gather information or allow the parties to

provide additional information. All non-technical administrative disputes shall be determined by the CITY ENGINEER and the City's Contract Manager pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CITY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

- 26.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after a disputed invoice or during Final Completion of the Work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and remedies provided under State law. This article shall not limit the CITY'S rights under the CITY'S False Claims Ordinance.

## ARTICLE 27

### APPLICABLE LAW AND VENUE

The parties expressly agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for adjudication of disputes and litigation concerning this CONTRACT shall be in Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

## ARTICLE 28

### CONTRACT DOCUMENTS

- 28.1 This Contract incorporates by reference the following documents: the Bid Project including drawings (design plans) and specifications, the Notice for Bids, the Addenda to the Bid Project, the Bid Tender Form,

the record of Contract awarded by the City of Hallandale Beach, the Contract, the Performance and Payment Bond, any additional documents the submission of which is required by this Bid Project, the Notice of Award, the Notice to Proceed, and the Purchase Order.

- 28.2 Where there is a conflict between any provision set forth within the General Conditions and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 28.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 28.4 By execution of this Agreement, CONTRACTOR does certify that CONTRACTOR has been duly authorized by delivery of this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by COMMISSION action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, signing by and through its City Manager, duly authorized to execute same, and \_\_\_\_\_, signing by and \_\_\_\_\_ (name of contractor) through its \_\_\_\_\_ duly authorized to execute same. \_\_\_\_\_ (title of authorized officer)

CITY

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
Mark Antonio, CITY MANAGER

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
David Jove, CITY ATTORNEY

Approved as to surety company qualifications, insurance requirements, and insurance  
documentation:

Risk Management Division

\_\_\_\_\_  
Director

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

(If not incorporated sign below).

**CONTRACTOR**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**



**00608.     FORM CERTIFICATE OF INSURANCE**

**A FORM CERTIFICATE OF INSURANCE WILL BE ATTACHED HERE.**

**00609. FORM OF PERFORMANCE AND PAYMENT BOND**

That we \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_, as Surety, are bound to the City of Hallandale Beach, Florida, as Oblige, hereinafter called CITY in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof CONTRACTOR/PRINCIPAL and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, **Bid/Contract No.: FY2010-2011-007** awarded the \_\_\_\_\_ day of \_\_\_\_\_, 2011, with CITY for \_\_\_\_\_ for which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs the Contract between the CONTRACTOR and the CITY for Public Works Improvements for the **STATE ROAD (S.R.) A1A LANDSCAPING IMPROVEMENTS FDOT GRANT PROJECT**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
3. Pays CITY all losses, damages, expenses, costs and attorneys fees including appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

This Bond shall continue in effect for one year after completion and acceptance of the work. The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Whenever CONTRACTOR shall be, and declared by CITY to be, in default under the Contract, the CITY having performed CITY'S obligations thereunder, the surety shall promptly:

4.1. Complete the Contract in accordance with its terms and conditions and using a different contractor if City objects to using principal, shall well and truly perform, carry out and abide by the terms, conditions and provisions of said Contract and complete the structure therein specified in accordance with the terms thereof and perform said Contract as aforesaid and declared by CITY in default under the Contract, it shall be duty of the surety herein to assume responsibility for the performance of said Contract, remedy the default and to complete the contract therein specified in accordance with the terms thereof; and the surety herein shall and does hereby agree to indemnify the obligee and hold it harmless of, from and against any all liability, loss, cost damage or expense and reasonable attorney fees, engineering and architectural fees or other professional services which said obligee incurs or which may accrue or be imposed upon by reason of the principal's default under the contract any negligence, default and/or misconduct on the part of said contractor, and its agents, servants, and/or employees, in about, or on account of the construction of structures and performance of said contract by the said contractor, and shall repay to and reimburse to the said obligee promptly upon demand, all sums of money including reasonable attorneys, architects and other professional fees, each and every paid out or expended by the said obligee on account of the failure and/or refusal of contractor to carry out do, perform, and/or comply with any of the terms and provisions of said Contract at and in the manner therein provided.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the CITY named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_

By \_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_

00622. FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS

TO: CITY OF HALLANDALE BEACH, FLORIDA

**RE: BID NUMBER: FY2010-2011-007: STATE ROAD (S.R.) A1A  
LANDSCAPING IMPROVEMENTS FDOT GRANT PROJECT**

Bidder:	
Name:	
Address	
City/State/Zip:	
Telephone No.	

This is to certify that, in accordance with Chapter 85-104, Laws of Florida (HB 1266), the insurer named above:

Holds a Certificate of Authority authorizing it to write Surety Bonds in the State of Florida.

Holds a current valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
Agent and Attorney-in-Fact

AFFIDAVIT

STATE OF FLORIDA     )  
                                  ) SS.  
COUNTY OF             )

BEFORE ME this day personally appeared \_\_\_\_\_,  
Agent and Attorney-in-Fact of \_\_\_\_\_, who, being  
duly sworn, executed the foregoing instrument and acknowledged to and before me  
the truthfulness and accuracy of the statements in the foregoing instrument.

\_\_\_\_\_  
Signature of Person Making Affidavit

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida

My commission expires:

**00825.      CERTIFICATE OF SUBSTANTIAL COMPLETION:**

PROJECT:  
(name, address)

CITY ENGINEER:

BID/CONTRACT NUMBER:

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

---

**DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

The Date of Substantial Completion of the work or designated portion thereof is the date certified by the CITY ENGINEER when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

---

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the CITY ENGINEER, is attached hereto. The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

THE CONTRACTOR will complete or correct the work on the list of items attached hereto within from the above Date of Substantial Completion.

\_\_\_\_\_  
CITY ENGINEER

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

The CITY, through the Contract Administrator, accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at  
(time)  
on  
(date).

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
BY CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
The responsibilities of the CITY and the CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:



**00826. FINAL CERTIFICATE OF PAYMENT:**

PROJECT:  
(name, address)

CITY ENGINEER:

BID/CONTRACT NUMBER:

TO (CITY):

CONTRACTOR:

CONTRACT FOR:

NOTICE TO PROCEED

DATE:

DATE OF ISSUANCE:

The Work required by this Contract has been reviewed and the undersigned certifies that the Work has been completed in accordance with the provision of this Contract and is accepted under the terms and conditions thereof.

\_\_\_\_\_  
CONSULTANT, CITY ENGINEER

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

The CITY, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at

on

(time)

(date)

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
BY CITY MANAGER

\_\_\_\_\_  
DATE

**00830. FORM OF FINAL RECEIPT:**

{The following for will be used to show receipt of final payment for this Contract}.

FINAL RECEIPT FOR CONTRACT NO. \_\_\_\_\_

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
from City of Hallandale Beach, the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) as full and final payment to the  
CONTRACTOR for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and materials and all incidentals.

The CONTRACTOR hereby indemnifies and releases City of Hallandale Beach from all liens and claims whatsoever growing out of the said Contract or Project.

The CONTRACTOR hereby certifies that all persons doing work upon or furnishing materials or supplies for the said improvements under the foregoing Contract have been paid in full.

The CONTRACTOR further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

{If incorporated sign below}

CONTRACTOR

ATTEST:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(Title)

(CORPORATE SEAL)

Date: \_\_\_\_\_

{If not incorporated sign below}

CONTRACTOR

WITNESS:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**00850. DRAWINGS & EXHIBITS INDEX****STATE ROAD (S.R. A1A) LANDSCAPING IMPROVEMENTS**

PAGE	INDEX	DESCRIPTION
1.	N/A	COVER SHEET
2.	N/A	PROJECT NETWORK CONTROL
3.	N/A	GENERAL NOTES
4.	N/A	PROJECT LAYOUT
5.	N/A	TEMPORARY TRAFFIC MANAGEMENT NOTES
LD-1	N/A	LANDSCAPING COVER SHEET
LD-2 AND LD-3	N/A	LANDSCAPING TABULATION OF QUANTITIES
LD-4	N/A	LANDSCAPING GENERAL AND PAY ITEM NOTES
LD-5	N/A	EXISTING TREE DISPOSITION CHART
LD-6 THRU LD- 13	N/A	PLANTING PLANS

**00900. ADDENDA AND MODIFICATIONS:**

If any addenda are issued, the City will attempt notify prospective Bidders. Addenda to this solicitation will be posted on the Division's webpage <http://fl-hallandalebeach2.civicplus.com/index.aspx?nid=417>. It is the Bidder's responsibility to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure that the Bidder has a complete bid package.

**01000. TECHNICAL SPECIFICATIONS**

**NOTICE TO BIDDERS:**

**TO OBTAIN TECHNICAL SPECIFICATIONS SEE  
PAGES 5 OF 85 AND 13 OF 85**

**END OF SECTION**

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